

Service Contract

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short:

You _____ are hiring us, _____ to
_____ for the estimated total price of \$ _____ as
outlined in our previous correspondence.

Estimated completion date of _____

In Long:

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

We will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at

this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid XHTML 1.0 Strict markup and CSS2.1 + 3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera. We will also test to ensure that pages will display visually in a 'similar', albeit not necessarily an identical way, in Microsoft Internet Explorer 6 for Windows as this browser is now past its sell-by date.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selfs, or that you have permission to use them. When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this

project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of American courts.

_____ Date: _____ Date:

Ernest Lynn Jr.

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